Testimony that the prosecutrix so named the defendant would affirmatively connect him with the crime, going beyond corroboration, and objectionable as hearsay evidence.

HABEAS CORPUS—SUSPENSION OF WRIT.—During a state of insurrection, the governor declared martial law to exist in a certain district. The plaintiff was arrested by the military authorities, held without bail and denied the privilege of the writ of habeas corpus. *Held*, the governor of a State, without constitutional authority has no power to suspend the writ of hapeas corpus, since this is a legislative, and not executive, function. *Ex parte McDonald* (Mont.), 143 Pac. 947.

It is well settled that the President has no power to suspend the writ of habeas corpus in the Federal courts, that power being vested in Congress alone. *In re Kemp*, 16 Wis. 359; *Ex parte Merryman*, 17 Fed. Cas. 145. See *Ex parte Milligan*, 4 Wall. 2. But a good many authorities, under the provisions of certain State constitutions, have upheld the power of the governor to suspend the privilege of the writ of habeas corpus, in declaring a particular locality to be in a state of insurrection. *In re Boyle*, 6 Idaho 609, 45 L. R. A. 832; *In re Moyer*, 35 Col. 154, 91 Pac: 738; *State* v. *Brown* (W. Va.), 77 S. E. 243, 45 L. R. A. (N. S.) 996.

The better view would seem to be that, unless the power to suspend the writ of habeas corpus is expressly given to the governor in the State constitution, he may not exercise such power. The presumption should always be against the power of the governor to suspend the writ, since this is generally considered to be a legislative, rather than an executive function. See *Ex parte Moore*, 64 N. C. 802.

PARTNERSHIP—PARTNERSHIP BY ESTOPPEL—TORTS.—The defendant retired from a partnership of which he had been a member, but permitted the firm to continue to hold him out as a partner. The plaintiff was injured in the partnership's place of business by the negligence of a servant of the partnership acting in the course of his employment. *Held*, the defendant is liable for the tort. *Jewison* v. *Dicudonne* (Minn.), 149 N. W. 20.

It is well settled that one who knowingly permits himself to be held out as a partner, though he is not such in fact, is nevertheless liable as a partner to one contracting with the firm or extending credit to it in reliance upon such holding out. *Richards* v. *Hunt*, 65 Ga. 342. But this rule is based on the doctrine of estoppel, and accordingly it is essential that the person contracting with the firm does so in reliance upon the holding out, for the only ground of charging him as a partner is that by his conduct in holding himself out as a partner he has induced persons dealing with the partnership to believe him to be a partner, and, by reason of such belief to give credit to the partnership; he has not in fact contracted but, he is not allowed to deny that he has contracted. *Thompson* v. *First National Bank*, 111 U. S. 529; *In re Stoddard Lumber Co.*, 169 Fed. 190; 1 LINDLEY, PARTNERSHIP 47. Thus it is held that a partner who retires from the firm is not liable for obli-